

REMARKS

Claims 1-40 were presented. By this Amendment, claims 1, 13, 28, 33-36, and 40 are amended, claims 9 and 32 are cancelled, and new claim 41 is added. Reconsideration and allowance of pending claims 1-8, 10-31, and 33-41 in view of the above amendments and following remarks are respectfully requested.

Geddes Anticipation Rejection

Claims 1-4, 6-12, 14, and 16-17 were rejected under 35 U.S.C. § 102(e) as anticipated by Geddes (U.S. Patent No. 6,481,353). 12/10/10 Office Action, p. 2. Applicants respectfully traverse this rejection for the following reasons.

Claim 1

Applicants respectfully traverse this rejection of claim 1 for the following reasons.

First, claim 1 recites, among other things, that “one of said layers compris[es] a ceramic ink comprising glass frit in the form of said print pattern,” “which subdivides the [glass] panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas.” The Office Action asserts that Geddes discloses the recited print pattern by asserting that:

Figure 6A depicts an embodiment wherein a ribbon comprises discrete regions of printed material, namely panels (38), spaced by regions which are not coated by this material. Geddes explicitly states that “the various panels (38) shown in Fig. 6A represent one or more ceramic colorant panels used to produce a ceramic colorant image (20)” (col. 13, lines 62-64). Stated alternatively, Geddes teaches that a single ceramic decal may comprise plural spaced panels (38). The pattern of printed ceramic regions of figure 6A are thusly transferred to a substrate (see Example 1) and subsequently heat treated to result in the transferred ceramic decal defining a pattern of discrete printed areas and/or a plurality of discrete unprinted areas.

12/10/10 Office Action, pp. 2-3. Applicants respectfully submit that the Office Action confuses the “ribbon” in FIG. 6A (which does not form a print pattern or an image on the ceramic substrate) with a “decal” (which does form an image on the ceramic substrate upon transfer to the substrate).

The ribbons shown in FIGS. 2-6A of Geddes are analogous to typewriter ribbons on old typewriters. Through a heat transfer process, material on the ribbons (e.g., ceramic colorant and binder 38 on the ribbon 30 in FIG. 2, a flux layer 42 on the ribbon 40 in FIG. 3, ceramic colorant and binder 38 and flux and binder 42 on the ribbon 50 in FIG. 4, a flux covercoat layer 46 on the

ribbon 52 in FIG. 5, opacification layer 48 on the ribbon 54 in FIG. 6 or the panels 42, 48, 38 and 46 on the ribbon 60 in FIG. 6A) is transferred to the decal paper carrier 72 in FIGS. 7 or 8H . The ribbons in FIGS. 2-6 each have one material or a uniform, overall combination of materials, and are used sequentially with successive print heads to sequentially to build up the layers required on heat transfer or water slide paper 72, for example as illustrated in FIG. 8, which are subsequently transferred to ceramic substrate 12, as illustrated in FIG. 1. Also, FIG. 6A illustrates an alternative embodiment in which different materials on multiple of the ribbons in FIGS. 2-6 are combined onto a single ribbon 60. Instead of different materials 38, 42, 46 being transferred from a plurality of separate ribbons 30, 40, 52, the material 38, 42, 46 is transferred from sequential “panels” 38, 42, 46 of material on a single ribbon 60 by a single thermal transfer printhead. The ribbon 60 is divided into different panels that include the different materials, that are repeated in sequence, thus enabling a single multi-panel ribbon 60 to be used instead of the numerous ribbons disclosed in FIGS. 2-6. Returning to the typewriter analogy, the ribbon 60 is like having several different colored typewriter ribbons merged together into a single ribbon, the print color for a letter to be typed being determined by which color panel is aligned with the print head (e.g., a striker letter on the typewriter) when the letter is typed. As explained in Geddes, the ribbon 60’s inclusion of a multiplicity of panels provides “a ribbon with repeating sequences of various panels, which thus can be utilized in a single head thermal transfer printer to obtain a print image [on the decal paper 72] with multiple colors and or compositions and/or properties.” Geddes, col. 13, lines 50-54. In other words, a single print head can utilize the multi-paneled ribbon 60 to sequentially print multiple different materials to form a decal (like a multi-colored typewriter ribbon enables the printing of letters of different colors). Once the image layers are printed onto the decal paper 72, for example as shown in FIG. 8, the decal is then transferred to a ceramic substrate 12 as shown in FIG. 1, which is then heat treated.

The Office Action incorrectly asserts that the panels and the spaces between the panels on the ribbon 60 form the recited “print pattern.” To the contrary, the pattern of panels on the ribbon 60 has nothing to do with a print pattern on the decal paper carrier or glass. Rather, it is merely a convenient way of putting multiple types of material on a single printing ribbon. Contrary to the Office Action’s assertion, the pattern on the ribbon 60 is never transferred to the decal paper carrier or the ceramic substrate. *See* 12/10/10 Office Action, p. 3 (incorrectly asserting that “[t]he pattern of printed ceramic regions of figure 6A are thusly transferred to a

substrate...”). Rather, the printed image only first appears on the decal paper carrier 72 when the printing process transfers selected materials from the ribbon 60 to the decal paper carrier 72. As a result, the Office Action’s alleged print pattern on the ribbon 60 does not “subdivide[] the [glass] panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas.” Conversely, once the material is transferred to the decal paper carrier 72 and/or ceramic substrate 12, the frit-containing material extends continuously across the paper carrier 72 or substrate 12 as shown in FIG. 8 and FIG. 1, respectively, of Geddes, rather than “subdividing[] the [glass] panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas,” as recited in claim 1.

Second, amended claim 1 recites that “the first part and second part of the another of said layers comprise[] pigment,” and “removing at least a portion of the pigment of the second part of said another of said layers outside said print pattern.” In contrast, the layers that the Office Action identifies as being removed (e.g., by being burnt off) are binders, waxes, and or plastics, rather than pigment, as recited in claim 1. Geddes never discloses or suggests removing any pigment.

Third, claim 1 recites, among other things, that said applying/printing results in “said sheet of glass [being] devoid of said one of said layers [comprising glass frit] outside said print pattern.” In contrast, the only layers in Geddes disclosed as including glass frit (e.g., the flux underlayer 14) are disposed both inside and outside of said print pattern. Moreover, there was no obvious reason to have applied Geddes’ continuous glass-frit-containing flux underlayer 14 in a manner that results in it being applied in the form of said “print pattern which subdivides the panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas,” as recited in claim 1. Conversely, Geddes explicitly states that “no glass frit is used in colorant image 20” (i.e., the only layers that are not continuously applied across the entire decal paper carrier or ceramic substrate of Geddes). Geddes, col. 7, line 30.

For at least these reasons, Applicants respectfully request the withdrawal of this rejection of claim 1.

Dependent Claim 2

Applicants also specifically traverse this rejection as applied to dependent claim 2, which recites, among other things, that “after (iii), a plurality of said plurality of layers are superimposed and are coterminous at a common length of boundary with a boundary between

contiguous printed areas and unprinted areas of the print pattern.” In contrast, as explained above, Geddes includes no print pattern, much less a print pattern that defines a “boundary between contiguous printed areas and unprinted areas of the print pattern.” Geddes also, therefore, fails to disclose a “plurality of layers [that] are superimposed and coterminous at a common length of boundary” with such a non-existent “boundary between contiguous printed areas and unprinted areas” of a non-existent print pattern. The Office Action cites FIG. 7 of Geddes as disclosing such a combination of recitations. To the contrary, all of the layers in FIG. 7 are shown to extend completely across the entire product. FIG. 7 discloses no print pattern, and no common length of boundary with a boundary between continuous printed areas and unprinted areas of the print pattern.

The Office Action’s assertion that “Figure 7 represents the ‘ribbon’ structure of any one of the ribbons from figure 2 through 6A (col. 13, lines 60-62)” (12/10/10 Office Action, p. 4) again reflects the Office Action’s confusion of decals and ribbons. Figure 7 illustrates a “decals,” not a ribbon like those shown in FIGS. 2-6A.

For these reasons, Applicants therefore respectfully request the withdrawal of this rejection of claim 2.

Dependent Claim 10

Applicants also specifically traverse this rejection as applied to claim 10, which recites, among other things, “remov[ing] said pigment outside said print pattern by said subsequent finishing process.” In contrast, Geddes fails to disclose or otherwise render obvious the removal of pigment outside of any print pattern.

The Office Action responds by asserting: “Regarding claim 10, see above comments with respect to binding of layers upon firing and the discussion of claim 1 regarding removing pigment outside the print pattern.” 12/10/10 Office Action, p. 4. However, the Office Action’s cited claim 1 discussion only mentions the removal of “binders, waxes, and or plastics,” not pigment. 12/10/10 Office Action, p. 3. The Office Action’s discussion of claim 1 goes on to assert that Applicants’ own application discloses the known removal of unwanted ceramic ink layers. Regardless of Applicants’ disclosure, the pending rejection is an anticipation rejection, which cannot properly rely on a proposed modification to Geddes. Moreover, there was no obvious reason to have modified Geddes by removing pigment from Geddes’ non-existent area outside Geddes’ non-existent print pattern.

Applicants therefore respectfully request the withdrawal of this rejection of claim 10.

Dependent Claim 14

Applicants also specifically traverse this rejection as applied to claim 14, which recites, among other things, that “said print pattern is defined by a white ceramic ink comprising said glass frit and resin matrix material.” The Office Action cites “col. 5, line 64 to col. 6, line 55” as disclosing such a combination of recitations. 12/10/10 Office Action, p. 5. However, the cited passage merely refers to Geddes’ opacification layer 16 of white material. *See* Geddes, col. 5, line 64 to col. 6, line 55. Geddes’ opacification layer does not comprise “glass frit,” as recited in claims 1 and 14. Moreover, Geddes’ opacification layer 16 is continuously applied over the whole of the panel, as illustrated in Fig. 1 (col. 5, lines 64 – 66), and does not define a print pattern that “subdivides the panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas,” as recited by the combination of claim 14 and its base independent claim 1.

Applicants note that they made this exact argument in response to the last office action, but the December 10, 2010 Office Action failed to acknowledge or address it. If the USPTO maintains this rejection of claim 14 (which Applicants believe to be improper), Applicants respectfully request a substantive response to Applicants’ patentability argument.

Applicants therefore respectfully request the withdrawal of this rejection of claim 14.

Dependent Claim 16

Applicants also specifically traverse this rejection as applied to claim 16, which recites, among other things, “printing said plurality of layers onto said sheet of glass.” The Office Action asserts that “Geddes teaches that the plurality of layers may be transferred as a decal or “printed” onto the substrate (col. 15, line 36 to col. 16, line 63).” 12/10/10 Office Action, p. 5. Applicants specifically traverse this assertion because the cited passage of Geddes discloses only the use of a decal, and never discloses, suggests, or otherwise renders obvious that any of the layers can be “print[ed] ...onto a sheet of glass,” as recited in claim 16. Rather, all of Geddes’ layers are printed onto a decal paper carrier and then transferred from the decal paper carrier to the glass, rather than being printed on the glass. The Office Action responds:

In response and to the extent that Applicant purports a distinction between the prior art process of applying the deal onto the substrate and the claimed method of printing the decal onto the substrate, Applicant is advised that no clear distinction is evident in the claim language.

12/10/10 Office Action, p. 24. Applicants respectfully dispute this assertion, as claim 16's explicit recitation of "printing" onto the sheet of glass clearly distinguishes from Geddes' "transferring" of a previously printed decal onto the sheet of glass. Those in the art would understand the clear difference between printing and transferring. This difference is explicitly recited in claim 16.

Applicants therefore respectfully request the withdrawal of this rejection of claim 16.

New Dependent Claim 29

Claim 29 recites, among other things, that "said subjecting of said sheet of glass and said plurality of layers to the heat treatment process does not cause said glass frit (a) to fuse with said sheet of glass outside said print pattern, or (b) bind said another of said layers outside of said print pattern." In contrast, as explained above, because Geddes' only glass-frit-including layers (e.g., the flux underlayer 14) are indiscriminately applied both inside and outside of any print pattern in Geddes, the glass frit in the underlayer 14 would fuse with the sheet of glass outside the print pattern and bind said one of said layers outside of the print pattern. The Office Action responds by citing regions (38) of the ribbon in FIG. 6A. Again, this rejection is premised upon the USPTO's confusion of the ribbon in FIG. 6A with a decal. Applicants therefore respectfully request the withdrawal of this rejection of claim 29.

Dependent Claim 30

Claim 30 further distinguishes one or more embodiments of the present invention from Geddes by additionally reciting, among other things, that "as viewed in a cross-section through the glass panel, the print pattern comprises alternate printed portions formed by said one of said layers comprising glass frit and unprinted portions devoid of said glass frit." In contrast, Geddes fails to disclose or otherwise render obvious such a combination of recitations. Here, again, the Office Action cites to the ribbon in "figure 6A" as disclosing this combination of recitations. 12/10/10 Office Action, p. 5. However, as explained above, the ribbon in FIG. 6A is neither a decal nor a glass panel. Thus, any cross-section through the ribbon in FIG. 6A is not a "cross-section through the glass panel," as recited in claim 30. Moreover, as explained above, the ribbon in FIG. 6A does not form a "print pattern" as recited in claim 1. Applicants therefore respectfully request the withdrawal of this rejection of claim 29.

Geddes Obviousness Rejection

Claims 13, 15, 18, and 25-28, and 31-40 were rejected under 35 U.S.C. § 103(a) as obvious over Geddes. 12/10/10 Office Action, p. 6. Applicants respectfully traverse this rejection for the following reasons.

Independent Claim 28

Applicants specifically traverse this rejection as applied to independent claim 28 for several reasons.

First, claim 28 recites, among other things, that “one of said layers compris[es] a ceramic ink comprising glass frit in the form of said print pattern,” “which subdivides the [glass] panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas.” As explained above with respect to claim 1, Geddes fails to disclose or otherwise render obvious such a combination of recitations. In particular, the alleged printed and unprinted areas on Geddes’ ribbon 60 are never present on Geddes’ ceramic substrate. All of Geddes’ layers that include frit are continuous layers that do not form a print pattern “which subdivides the panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas.”

The Office Action asserts that:

To the extent that Applicant asserts that the Geddes reference requires that frit be indiscriminately applied over the entirety of the substrate, Applicant is respectfully advised that there is simply no evidence to support such an interpretation of the prior art reference. Since Applicant has provided no conclusive evidence in support of the instant allegations, it follows that said allegations are held to be mere conjecture and attorney argument.

12/10/10 Office Action, p. 25. The Office Action improperly reverses the burden. It is the USPTO’s burden to demonstrate that Geddes discloses that “one of said layers compris[es] a ceramic ink comprising glass frit in the form of said print pattern.” The Office Action has not met this burden. Regardless, as explained above, Applicants have provided evidence from Geddes that all layers that contain glass frit are applied continuously over the entirety of the substrate.

Second, claim 28 recites, among other things, “subjecting said sheet of glass and said plurality of layers to a heat treatment process that ... binds at least a portion of said first part of said another of said layers to said sheet of glass within said print pattern more strongly than the second part of said another of said layers binds to said sheet of glass outside said print pattern.”

It is this frit-based differential binding that facilitates the easier subsequent removal of the second part of the another of said layers outside of the print pattern. In contrast, Geddes has no disclosure or suggestion of such frit-based differential binding or the use of such differential binding to selectively remove portions of a layer outside a print pattern.

Applicants therefore respectfully request the withdrawal of this rejection of claim 28 for at least these reasons.

Independent Claim 36

Applicants respectfully traverse this rejection as applied to independent claim 36 for the following reasons.

First, claim 36 recites, among other things, “printing one of said layers comprising a ceramic ink comprising glass frit in the form of said print pattern” “which subdivides the [glass] panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas.” As explained above with respect to claim 28, Geddes fails to disclose or otherwise render obvious such a glass-frit print pattern on a glass panel.

Second, claim 36 recites, among other things, “subjecting said sheet of glass and said plurality of layers to a heat treatment process wherein said glass frit ... binds said pigment within the print pattern to said sheet of glass within the print pattern more strongly than said pigment outside the print pattern binds to said sheet outside the print pattern.” In contrast, as explained above with respect to claim 28, Geddes does not disclose or otherwise render obvious such differential binding within and outside a print pattern on the glass panel (indeed, Geddes fails to disclose the recited print pattern at all).

For at least these reasons, Applicants respectfully request the withdrawal of this obviousness rejection.

Dependent Claims

Applicants respectfully traverse this rejection as applied to the dependent claims that depend from claim 1 or 28, which are novel and nonobvious over Geddes as explained above. Accordingly, Applicants respectfully request the withdrawal of this obviousness rejection at least because these claims depend from nonobvious claims 1 or 28. Applicants also specifically traverse this rejection as applied to particular dependent claims.

New Dependent Claim 41

New dependent claim 41 includes some subject matter deleted from its base independent claim 28. Claim 41 recites, among other things, that “said subjecting of said sheet of glass and said plurality of layers to the heat treatment process causes ... said glass frit not to migrate into said second part of said another of said layers outside said print pattern or bind said second part of said another of said layers to said sheet of glass outside said print pattern.” In contrast, as explained above, Geddes fails to disclose a print pattern. Moreover, the only layers in Geddes disclosed to include glass frit (e.g., flux undercoat 14) are applied continuously over the surface, and would, therefore, cause the glass frit therein to “migrate into said second part of said another of said layers outside said print pattern” (which does not even exist in Geddes), and would also cause the glass frit to “bind said second part of said another of said layers to said sheet of glass outside said print pattern” (which does not exist in Geddes).

Geddes in view of Hill Obviousness Rejection

Claims 19 and 24-28 were rejected under 35 U.S.C. § 103(a) as obvious over Geddes in view of Hill (WO 00/46043). 12/10/10 Office Action, p. 8. Applicants respectfully traverse this rejection for the following reasons.

Dependent Claims 19 and 24-27

Applicants respectfully traverse this rejection as applied to claims 19 and 24-27. These claims depend, either directly or indirectly, from claim 1, which is novel and nonobvious over Geddes as explained above. Hill fails to cure the above-noted deficiencies of Geddes with respect to claim 1. Accordingly, Applicants respectfully request the withdrawal of this obviousness rejection at least because these claims 19 and 24-27 depend from nonobvious claim 1.

Independent Claim 28

Applicants also specifically traverse this rejection as applied to independent claim 28, which is nonobvious over Geddes as explained above. Hill fails to cure the above-noted deficiencies of Geddes with respect to claim 28. Again, this rejection is premised upon the Office Action’s misinterpretation of Geddes’ ribbon 60 as disclosing a print pattern on a glass panel. Accordingly, Applicants respectfully request the withdrawal of this obviousness rejection of claim 28.

Hill in view of Geddes

Claims 1, 2, 4, 6, 9-12, and 16-24 were rejected under 35 U.S.C. § 103(a) as obvious over Hill in view of Geddes. *See* 12/10/10 Office Action, p. 9. Applicants respectfully traverse this rejection for the following reasons.

Independent Claim 1

First, claim 1 recites, among other things, “printing one of said layers comprising a ceramic ink comprising glass frit in the form of said print pattern,” “which subdivides the panel into a plurality of discrete printed areas and/or a plurality of discrete unprinted areas.” In contrast, no layer in Hill is printed in the form of the print pattern (either onto the glass or a decal carrier). Rather, all of Hill’s layers are continuously formed/printed onto the glass or decal carrier without regard to a print pattern, which is only subsequently formed via the ablation/removal of previously printed layers:

Within all the variants of the method of the invention, initial superimposed layers of marking material 10 are applied in layers which may be described as “blocked out” or “solid”, being applied in continuous layers with no attempt to produce the ultimately desired print pattern, typically referred to herein as initial layers. Portions of these layers are subsequently removed to ultimately form a substrate partially imaged with a print pattern of layers of marking material superimposed with substantially exact registration, the unimaged area(s) being where the portions of marking material have been previously removed.

Hill (U.S. Patent No. 6,824,639), col. 22, lines 46-56 (underlining added).

The Office Action responds that Hill discloses this combination of recitations by creating layers in the “form of a print pattern” on the glass. 12/10/10 Office Action, p. 26. However, as explained above, in Hill, the print pattern is formed by removing material after its indiscriminate application, not by “printing one of said layers comprising a ceramic ink comprising glass frit in the form of said print pattern,” as recited in claim 1. Hill does not disclose printing any layer in the form of the print pattern.

Geddes does not cure this deficiency because, among other reasons, Geddes also fails to disclose “printing one of said layers comprising a ceramic ink comprising glass frit in the form of said print pattern,” as explained above with respect to the rejection of claim 1 over Geddes.

Moreover, there was no other obvious reason to have modified Hill to satisfy the combination of recitations in claim 1.

Second, claim 1 recites, among other things, “removing at least a portion of the pigment of the second part of said another of said layers outside said print pattern by (a) burning off during said heat treatment process, and/or (b) vaporizing during said heat treatment process, and/or (c) a subsequent finishing process.” In contrast, Hill does not disclose that any pigment is burnt off or vaporized during the heat treatment process or by a subsequent finishing process. The Office Action cites to flux layers, underlayers, or covercoats as being the layers that are burned off in Hill. *See* 12/10/10 Office Action, p. 10. However, the burning off of any such layers does not involve the burning off of pigment. For example, the Office Action’s cited covercoat 36 is merely a lacquer that does not include pigment. *See* Hill, p. 40, line 17.

Moreover, it would not have been obvious to include pigment in the covercoat 36 (i.e., the alleged “said another of said layers”) because such pigment would remain in the “unimaged areas 28” (shown in Hill, FIG. 5F below) outside of the print pattern after vaporization of the remainder of the covercoat 36 (shown sequentially between FIGS. 5E and 5F below). Hill, p. 40, lines 11-22.

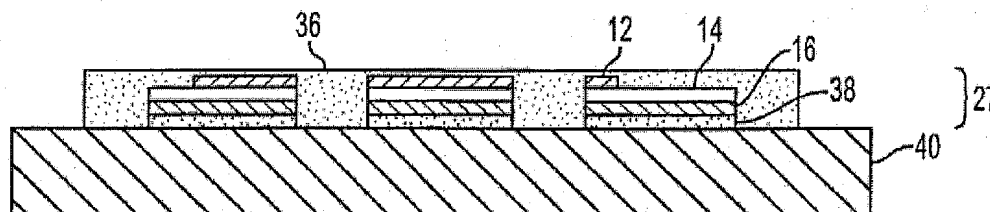


FIG. 5E

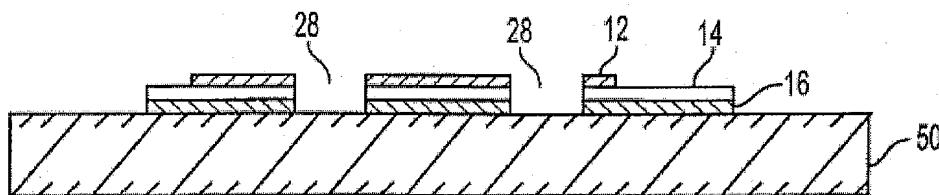


FIG. 5F

Hill

Such pigment would obstruct the view through the unimaged areas 28, thereby defeating Hill’s goal of providing vision through such unimaged areas 28. *See* Hill, p. 1, line 5, to p. 4, line 28. Indeed, this is the very reason that “unwanted ink [is] removed by mechanical means to leave the unimaged areas 28” during a previous pre-heat-treatment step shown from FIGS. 5B to 5C of

Hill. *Id.* at p. 40, lines 13-16. Thus, Hill teaches away from the office action's proposed addition of pigment to the covercoat 36. *See* MPEP 2143.01(V) ("If proposed modification would render the prior art being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification."); MPEP 2145(X)(D)(2) ("It is improper to combine references where the references teach away from their combination.") (citation omitted); MPEP 2141.03(VI) ("A prior art reference must be considered in its entirety, i.e., as a whole, including portions that would lead away from the claimed invention.") (citing *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983)) (underlining in original).

For at least these reasons, Applicants respectfully request the withdrawal of this rejection.

Dependent Claim 12

Applicants also specifically traverse this rejection as applied to claim 12, which recites, among other things, that "said another of said layers does not comprise glass frit," and via its independent claim 1, that via a "heat treatment process," the "glass frit in said one of said layers melts and fuses with said sheet of glass and binds at least a portion of another of said layers within said print pattern." In contrast, any heat treatment process that melts glass frit will remove the constituents of Hill's covercoat 36, as recognized by the Office Action's recognition that the "covercoat 36 is burned off during the tempering heat treatment." 12/10/10 Office Action, p. 15. Thus, no part of the burned off covercoat 36 (i.e., the alleged another of said layers) could be bound by the glass frit within the print pattern.

Moreover, the combination of claims 12 and 1 recite that the said another of said layers both "does not comprise glass frit," and does comprise pigment. There was no obvious reason to have incorporated pigment into Hill's covercoat 36 because doing so would obstruct a clear view through Hill's panel.

Applicants therefore respectfully request the withdrawal of this rejection of claim 12.

Hill in view of Geddes and Whitehead

Claims 3, 14, and 15 were rejected under 35 U.S.C. § 103(a) as obvious over Hill in view of Geddes and Whitehead (U.S. Patent No. 4,321,778). 12/10/10 Office Action, p. 16. These claims depend, either directly or indirectly, from claim 1, which is patentable over Hill and Geddes as explained above. Whitehead does not cure the above-discussed deficiencies of Hill

and Geddes with respect to claim 1. Accordingly, Applicants respectfully request the withdrawal of this obviousness rejection at least because these claims depend from nonobvious claim 1.

Hill in view of Geddes and Yamano

Claims 7, 8, and 13 were rejected under 35 U.S.C. § 103(a) as obvious over Hill in view of Geddes and Yamano (U.S. Patent No. 4,971,858). 12/10/10 Office Action, p. 17. These claims depend, either directly or indirectly, from claim 1, which is patentable over Hill and Geddes as explained above. Yamano does not cure the above-discussed deficiencies of Hill and Geddes with respect to claim 1. Accordingly, Applicants respectfully request the withdrawal of this obviousness rejection at least because these claims depend from nonobvious claim 1.

Dependent Claim 13

Applicants also specifically traverse this rejection as applied to claim 13, which recites, among other things, that “the heat treatment process burns off said matrix, leaving said pigment of the second part of said another of said layers on said sheet of glass outside said print pattern prior to said removing of the at least a portion of the pigment of said another of said layers outside said print pattern.” In contrast, as explained above, Hill teaches away from leaving pigment in Hill’s unimaged areas 28, as the Office Action’s proposal would explicitly do. See 12/10/10 Office Action, p. 19 (“it would have been obvious to a person of ordinary skill in the art to use the method of burning off binder matrix leaving white pigment on a sheet of glass outside of a print pattern defined by black pigment as taught by Yamano et al in Hill et al.’s process.”). Hill explicitly teaches away from such a modification, which would result in pigment being bound to the glass sheet outside of the print pattern, thereby obstructing the view therethrough, which is directly contrary to Hill’s explicit teaching and goal. MPEP 2143.01(V) (“If proposed modification would render the prior art being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification.”); MPEP 2145(X)(D)(2) (“It is improper to combine references where the references teach away from their combination.”) (citation omitted); MPEP 2141.03(VI) (“A prior art reference must be considered in its entirety, i.e., as a whole, including portions that would lead away from the claimed invention.”) (citing *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983)) (underlining in original).

For at least these reasons, Applicants respectfully request the withdrawal of this rejection of claim 13.

Conclusion

To the extent that Applicants have not separately addressed each rejection of each dependent claim, this is not to be construed as an admission of the correctness of that rejection. Rather, Applicants believe that the independent claims are patentably distinguishable over the cited references for the reasons noted above, so that the rejection of one or more of the dependent claims need not be addressed at this time. Applicants reserve the right to address the rejection of any dependent claim at a later time should that become warranted.

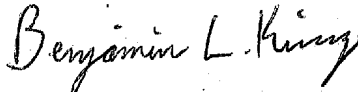
Applicants submit that the present application is in condition for allowance, and earnestly solicit an early notification to that effect.

Should there be any questions or concerns regarding this application, the Examiner is invited to contact the undersigned at the below-listed telephone number.

Please charge any fees associated with the submission of this paper to Deposit Account Number 033975. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

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